



Republic of the Philippines
COMMISSION ON HUMAN RIGHTS
Quezon City

TERMS OF REFERENCE

PROCUREMENT OF SECURITY SERVICE PROVIDER FOR FY 2022

OBJECTIVE/RATIONALE

The Commission on Human Rights (Commission) is an independent National Human Rights Institution (NHRI) created under the 1987 Philippine Constitution, established on 05 May 1987 by virtue of Executive Order No. 163. The Commission is mandated to conduct investigations on human rights violations against marginalized and vulnerable sectors of the society, involving civil and political rights.

To realize its mandate, it is imperative to engage the services of a Security Agency to safeguard the areas and facilities of the Commission that are offlimits to the public, ensure the safety and security of its employees and occupants, the general public transacting business thereat including all properties within its premises.

The existing contract with the security agency will expire on 31 December 2021, thus, the CHR is inviting interested, qualified and reputable security agencies to join and submit bids in accordance with this Terms and Reference (TOR) to provide 24-hour security services on a daily basis, including Saturdays, Sundays and Holidays to secure the CHR building located at UP Complex, Commonwealth Avenue, Diliman, Quezon City. This early procurement is likewise in compliance with Republic Act 9184 otherwise known as the Government Procurement Law.

I. QUALIFICATIONS OF THE SECURITY AGENCY

Must be a duly licensed and registered Security Agency in accordance with Department Order No. 174, Series of 2017 (D.O. No. 174-11).

Must be a registered member of the Philippine Association of Detective and Protective Agency Operators, Inc. (PADPAO) with proper operating permits (licensed by PNP-SOSIA) and other statutory requirements.

Must be duly registered with the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI), or Cooperative Development Authority (CDA).
Must be PhilGEPS registered with Platinum Membership.
Must have been engaged in the business for at least five (5) years in the business
Net Financial Contracting Capacity (NFCC) must be at least equal to the Approved Budget for the Contract (ABC).
Must submit a sworn statement compliant with the Labor Laws and Other Social legislation as mandated by Section 25.2 Implementing Rules and Regulations of R.A. No. 9184.
Must provide an original Certification from the Department of Labor and Employment (DOLE) /No record of violation/s or any pending case.
Must present a Client Satisfaction Rating at least three (3) government agencies or private corporations, with whom the Security Agency has a past or ongoing contract outside CHR.
Must provide proof of payment of remittances in a form of Certification issued by the SSS, PhilHealth and Pag-IBIG for at least six (6) months (April – September 2021) from date of public bidding. The original copy of Certification and its attachments must be presented for validation during the Post-Qualification.
Must warrant that its employees are paid not less than the minimum wage as provided for by law.
Must submit an Affidavit to attest that security guards qualifications are met as required by CHR.

II. DUTIES AND RESPONSIBILITIES OF THE SECURITY AGENCY

Submit to CHR within ten (10) days of every quarter a copy of its duly accomplished form signed by the Security Agency's duly authorized representative of the quarterly SSS remittance together with the corresponding check voucher.
Submit to CHR within five (5) days of every month a statement signed by the Security Agency's duly authorized representative that it has paid all wages, salaries, compensation and other benefits of the security guard for services rendered by them during the immediately preceding month, and that such payments were all in accordance with the requirements of law.
Provide CHR with Clearances such as NBI, Neuro Psychiatric examination, Drug test conducted by a reputable testing agency duly accredited by the Philippine National Police (PNP) and/or National Bureau of Investigation (NBI) and certified by the latter.
Medical /Health Certificate and other relative documents, all in original copies, must likewise be submitted to verify the thorough background information of the security staffs assigned to the premises.
Provide the General Administrative Office (GAO)/General Services Division (GSD) with a complete and up-to-date list and photograph of its security guard assigned to the premises.

<p>Provide weekly/monthly rotation/schedule of thirty-four (34) security guards including the Chief Guard, rotation on three (3) working shifts and two (2) working shifts from Monday to Sunday including Holidays on a 24-hour basis, all with technical know-how on the appropriate use of security devices.</p>
<p>Ensure the availability of a replacement /reliever in case of unscheduled absence/s of its security guard/s and no security guard/s shall render double shift (16-hours duty) duty.</p>
<p>Ensure the availability of augmented security force as the need arises, specifically during major events of CHR, and subject to the approval of General Services Division (GSD).</p>
<p>Provide their security guards with proper uniforms (cap, white collared long sleeves polo and blue pants, black shoes) and other paraphernalia (night stick, metal detector, handcuffs, flashlight/ searched light, medical kit, raincoats, rain boots, reflectorized vest, umbrellas) and must ensure that all security guards wear the prescribed uniforms at all times while on duty.</p>
<p>Provide safety and security Protocol on entry and exits of personnel, to avert/minimize any possible loss of equipment and valuables, threat to property and personnel, fire and other natural calamities.</p>
<p>Require the security guards to submit reports of any incident to CHR management and/or to other concerned authorities for purposes of official investigation.</p>
<p>Provide consistent and quality service through qualified, licensed, bonded, uniformed, highly trained and armed who shall guard and protect the properties and premises of the CHR including its personnel, clients and guests.</p>
<p>Be able to deploy and assign well-trained security guards who can perform other tasks as may be required by CHR management related to security, safety and protection such as but not limited to registering visitors, inspection of bags or cargo (in and out), inspection and/or escorting of incoming VIPs and other administrative functions.</p>
<p>Assume full responsibility and undertake to reimburse the CHR for any loss, damage, or injury caused to CHR or its' employees properties or premises, arising from negligence of duty or omission.</p>
<p>Take necessary precaution and exercise due care and diligence in the performance of its undertaking so as not to cause injury, damage or loss to CHR employees' property and shall at all times save the CHR from any claim for damage arising therefrom.</p>
<p>Provide one (1) unit base radio, fifteen (15) units handheld radios as communication equipment of deployed security guards, and one (1) mobile phone that will serve as backup should there be problems in the existing radio communication to ensure continuity of communication.</p>
<p>Provide at least two (2) security guards with technical knowledge/basic units in Industrial Technology (IT) and with at least one (1) year experience in CCTV management, to head, safe keep and provide sensitive footage and/or unusual incidents or events taken from daily office operations, upon approval of request.</p>
<p>Security personnel shall undergo security inspection upon demand, to be conducted by GSD or CHR's authorized representative</p>

The Security Agency must have a remedial mechanism procedures providing disciplinary measures and to properly address grievances of security guards personnel. Such shall be submitted to CHR for information and guidance.

III. QUALIFICATIONS OF THE CHIEF GUARD

Must have at least a two-year college diploma or a senior high school graduate and with adequate knowledge of English language. An updated Curriculum Vitae must be submitted.

Of good moral character and reputation, courteous, alert and without any criminal or police record

Physically and mentally fit

Must pass the Neuro-Psychiatric Examination and Drug Test conducted by a reputable testing agency duly accredited by the Philippine National Police (PNP) and/or National Bureau of Investigation (NBI) as evidenced by the issuance of a Certification of the accredited agency.

With at least five (5) years experience as Chief Guard

IV. QUALIFICATIONS OF THE SECURITY GUARDS

Of good moral character and reputation, courteous, alert and without any criminal or police record.

Physically and mentally fit.

Must pass the Neuro-Psychiatric Examination and Drug Test conducted by a reputable testing agency duly accredited by the Philippine National Police (PNP)/National Bureau of Investigation (NBI) as evidenced by the issuance of a Certification of the accredited agency.

Must be at least Senior High School graduate and with adequate knowledge of the English language. An updated Curriculum Vitae must be submitted.

With at least three (3) years experience as Security Guard

V. CONTRACT DURATION

One (1) year, commencing in January 2022

VI. COMPLEMENT

Maximum of Thirty-Four (34) security guards, including one (1) Chief Guard

a. PROPOSED POSTING OF GUARDS

Post	Time Shift	No. of Guards
Chief Security Guard	6 a.m. to 6pm	1
Bulwagan Ka Pepe (BKP) Visitors' Entrance (Except Saturday, Sunday & Holidays) (Male Guard)	Three (3) shifts	3
Employees Entrance/SAAC	Three (3) shifts	3
Roving/Standby in the area (Male Guards)	07:00 AM – 03:00 PM	1
NCR/Centers Area (Male Guards)	Three (3) shifts	3
CCTV Room-Old Building (SAAC & PARDEC) CCTV Room-New Building (Male or Female)	Three (3) Shifts Three (3) Shifts	6
PARDEC Building facing NCPAG (Male Guards)	Two (2) shifts	2
Old Gate /Main Gate & exit gate going to U.P. (Male Guards)	Three (3) shifts	3
Main Entrance Post (New Building)	Three (3) shifts	6
Parking Area/New Building	Three (3) shifts	3
Roving Guard (CHR premises) (Male Guard)	Three (3) shifts	3
TOTAL		34

b. LIST OF EQUIPMENT TO BE SUPPLIED BY THE SECURITY AGENCY

Locations	Firearm	Quantity	Ammunitions
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Chief Guard	9mm pistol	1	at least 2 magazines/ 11 rounds per mag
<i>Bulwagan</i> Visitors' Entrance	Shotgun	1	12 rounds
	9mm pistol	1	at least 2 magazines/ 11 rounds per mag
Roving Guard(CHR Premises)	9mm pistol	1	at least 2 magazines/ 11 rounds per mag
Main Lobby Employees' Entrance	9mm pistol	2	at least 2 magazines each/ 11 rounds per mag
Parking Area	9mm pistol	1	at least 2 magazines/ 11 rounds per mag
NCR/Centers Area	9mm pistol	1	at least 2 magazines/ 11 rounds per mag
New Building Main Entrance	Shotgun	2	12 rounds each
PARDEC Bldg. facing NCPAG	9mm pistol	1	at least 2 magazines/ 11 rounds per mag
TOTAL		11	223 rounds

c. COMMUNICATION EQUIPMENT TO BE SUPPLIED BY THE SECURITY AGENCY

Locations	Quantity	Make/Model	Brand	User
Chief Guard	1	UHF GP68	Any brand	Chief Guard
	1	Mobile phone	Any brand	Chief Guard
<i>Bulwagan</i> Visitors' Entrance	1	UHF GP68	Any brand	Guard
Roving Guard/CHR Premises	1	UHF GP68	Any brand	Guard
Main Lobby Employees' Entrance	1	UHF GP68	Any brand	Guard
	1	Base radio	Any brand	Guard
Parking Area	1	UHF GP68	Any brand	Guard
NCR/Centers Area	1	UHF GP68	Any brand	Guard
New Building Main Entrance	2	UHF GP68	Any brand	Guard
PARDEC Bldg. facing NCPAG	1	UHF GP68	Any brand	Guard
CCTV Room	1	UHF GP68	Any brand	Guard
TOTAL	10 units handheld radio, 1 unit base radio and 1 unit mobile phone			

VII. APPROVED BUDGET FOR THE CONTRACT (ABC):

Twelve Million Pesos (Php12,000,000.00), inclusive of all existing and appropriate government taxes and charges.

VIII. TERMS AND CONDITIONS

- A. The Purchase Order (P.O.) and Contract shall be accepted by the supplier prior to project implementation.
- B. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by the supplier or his/her duly authorized representative.
- C. Any modifications in the contract implementation must be approved by the Commission.
- D. No subcontracting shall be allowed for the entire project.

IX. TERMS OF PAYMENT

Payment shall be made through Land Bank's LDDAP-ADA/BANK Transfer facility, processed within fifteen (15) calendar days upon receipt of statement billing with necessary attachments. Bank Transfer Fee shall be charged against the supplier's/creditor's account for other banking institution.

X. EXECUTION AND PRE-TERMINATION OF THE CONTRACT


- A. This Terms of Reference (TOR) shall form an integral part of the Contract, which shall be executed by and between the Commission as the Procuring Entity and the Service Provider upon issuance of the Notice of Award (NOA).
- B. The Contract and this TOR shall warrant its pre-termination. In case of pre-termination, the Commission shall inform the Service Provider within ten (10) calendar days prior to the effectivity of the termination.

The Service Provider shall then be liable to pay an additional liquidated damages equivalent to five percent (5%) of the Contract Price, in accordance with the Government Accounting Manual, and the Performance Security shall be forfeited. The Service Provider shall further be blacklisted or disqualified from participating in any other project of the CHR.

"EXTENSION CLAUSE"

Except to the extent as otherwise provided in the Contract, and subject to the provisions of R.A. 9184, the parties shall extend the Contract on a week-to-week or month-to-month basis under the same applicable terms and conditions especially as to scope of services and quality of work, in the event no new Contract is awarded after the expiration of the present Contract. The extended term shall automatically terminate upon effectivity of the new contract.


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